

## EXHIBIT “H”



41-54 22nd St  
LIC NY 11101  
212-265-3111

**STRAIGHT BILL OF LADING**  
ORIGINAL, NON-NEGOTIABLE

BILL OF LADING NUMBER: 337718  
DATE: 4/7/2017

<b>SHIPPER</b>		PBS: Y	<b>CONSIGNEE</b>		Date: 04/07/2017
Name	Inigo Philbrick LTD		Name	Athena Art Finance Corp.	
Contact	Simon Mitchell		Contact	Giuseppe Trimarchi	
Address	41-54 22nd Street		Address	41-54 22nd Street	
City	Long Island City	State NY Zip 11101	City	Long Island City	State NY Zip 11101
Phone			Phone	(212) 265-3111	
Email	simon@inigophilbrick.com		Email	gtrimarchi@athena-art.com	
Special Instructions	Internal Receive from Inigo Philbrick Ltd.				Total Item Count 2 Package Count 2

ID	Client ID	Artist	Title	Medium	In	Dim(in)/Wt(lbs)	Condition Note
602772	813	Jean Michel Basquiat	Humidity	Acrylic, oilstick, and Xerox collage on canvas		<input type="checkbox"/> 92x115x16	
602811		Jean Michel Basquiat	Container for Humidity, 1982			<input type="checkbox"/> 92x115x16	

**PLEASE TAKE NOTICE OF UOVO ART LLC'S LIMITATION OF LIABILITY**

Unless the shipper expressly declares an agreed value prior to shipment and pays UOVO Art LLC an increased rate based upon such increased valuation, UOVO Art LLC's maximum liability for loss and or damage shall be the lesser of \$100.00 per item or \$1.00 per pound. However in no event shall UOVO Art LLC's aggregate liability exceed the lesser of \$2,500.00 or the value of the actual loss. The shipment will move subject to the Terms and Conditions contained on the reverse side of this Bill of Lading and are available upon request.

**Notice: If no agreed upon value is declared by shipper, the shipment will be deemed released to UOVO Art LLC subject to the limitation of liability as stated above.**

NOTICE: LIABILITY LIMITATION FOR LOSS OR DAMAGE ON THIS SHIPMENT MAY BE APPLICABLE. SEE TERMS AND CONDITIONS.

PROPERTY HAS BEEN RECEIVED AND FULLY INSPECTED FOR DAMAGE. SIGNING BELOW, OR SIGNING THE ELECTRONIC RECEIPT/BILL OF LADING UPON DELIVERY RELEASES UOVO ART LLC FROM ALL LIABILITY FOR THE CONTENTS OF THIS SPECIFIC SHIPMENT AND THE UNDERSIGNED WAIVES THE RIGHT TO FILE ANY FUTURE CLAIMS CONCERNING THIS SHIPMENT.

X T. Burk  
Shipper

X Taylor Burk  
Print Name

X \_\_\_\_\_  
Carrier

X \_\_\_\_\_  
Print Name

X Hillary H  
Consignee

X HILLARY HUMMEL  
Print Name



<u>Artist</u>	<u>Title</u>
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**UOVO ART LLC – NONNEGOTIABLE BILL OF LADING TERMS AND CONDITIONS**

**DEFINITIONS:** On this nonnegotiable straight bill of lading (“B/L”) UOVO shall refer to UOVO ART LLC, its affiliates, agents, independent contractors, anyone performing any Service or providing storage with respect to the Goods and their respective employees. “You” and “your” refer to the consignor, shipper, consignee, merchant, person entitled to delivery of the Goods, receiver of the Goods, owner of the Goods and its/their employees, principals and agents. The word “Goods” shall include articles of every kind and description, including their packaging, containers or other shipping units or materials, tendered to UOVO for transportation under this straight bill of lading and described or identified on the face of this straight B/L. The word “Services” shall refer to all services provided by UOVO including, but not limited to, art handling, installations, packaging, crating, and transportation. This B/L constitutes a contract between you and UOVO.

**AGREEMENT TO TERMS:** By giving UOVO your Goods, you agree, regardless of whether you sign the front of this B/L for yourself and/or as agent for and on behalf of any other person having an interest in this shipment, to all terms on this B/L and UOVO’s Standard Terms and Conditions in effect at the time Services are rendered, including limits on UOVO’s liability, which terms and conditions are incorporated herein by this reference. UOVO can arrange insurance for Customer in excess of UOVO’s stated limits of liability if Customer elects to have such insurance provided by UOVO. UOVO’s Standard Terms and Conditions are available on UOVO’s website at [www.uovo.org/legal](http://www.uovo.org/legal) and are available to you upon written request to UOVO. UOVO reserves the right to modify UOVO’s Standard Terms and Conditions at anytime without notice. The parties agree that the terms of 49 U.S.C. 14706 (c)(1)(A) and (B) will apply if applicable to a particular shipment. Nothing herein shall wave, diminish, or lessen any protection which UOVO may have pursuant to any statute, rule or regulation of the United States, any state or territory thereof or any other jurisdiction governing a particular shipment.

**GOODS ALREADY IN UOVO’S POSSESSION:** You must physically inspect Goods you provide to UOVO before designating same for shipment. Otherwise, you agree to waive any claim that the condition of the Goods has changed or the Good have been damaged while in UOVO’s possession. Any values you previously declared for the Goods for the purpose of storage with any party are ineffective and not applicable for the purpose of determining liability under this B/L. You warrant that Goods previously provided to UOVO packed by shipper (PBS) for the purpose of tender by UOVO for storage have been packed, packaged, protected and labeled to ensure safe handling.

**LIMITED LIABILITY:** (a) Goods shipped, installed or tendered to UOVO to be placed into storage are valued at a released rate of the lesser of \$100.00 per item or \$1.00 per pound. However, in no event shall UOVO’s aggregate liability exceed the lesser of \$2,500.00 or the value of the actual loss. (b) UOVO’s liability may be fixed at a higher value if the nature and value of the Goods are declared by you to UOVO in writing before possession of the Goods is transferred to UOVO or before Goods already in UOVO’s possession are designated for shipment, and you pay UOVO an increased rate based upon such increased valuation. (c) You agree that there will be an additional charge (NOT INSURANCE) of \$.50 for each \$100 or fraction thereof for value declared in excess of applicable release value set forth in subsection (a) above. (d) Any partial loss or damage shall be adjusted pro rata on the basis of any applicable declared value. (e) All limited liability provisions shall apply even if UOVO packs, packages and labels Goods on your behalf. (f) UOVO is not liable for damage, whether direct or incidental, special or consequential, including but not limited to loss of income, profits or market kind resulting from or in any way related to this B/L or the performance of the Services, whether or not UOVO had knowledge that such damage(s) might be incurred. (g) UOVO reserves the right to inspect all Goods to be shipped, and shall be permitted to perform additional wrapping or packing, at your cost, when UOVO deems it to be necessary. (h) Goods shipped with UOVO are received from you in apparent good order and condition. (i) UOVO shall not be liable for loss or damage to Goods received PBS when damage or loss is a result of improper packaging or labeling. (j) UOVO is not bound to transport Goods by any particular means, schedule, vehicle or otherwise, but must transport Goods with reasonable dispatch, unless otherwise agreed to in writing. (k) You shall be liable for the freight and other lawful charges accruing on the shipment as billed or corrected. (l) You agree to indemnify, defend and hold UOVO harmless from and against any claim asserted against UOVO by a third party for loss or damage to Goods, persons, and property other than Goods, including applicable costs and attorney’s fees and disbursements. (m) You accept and assume risk of loss of Goods stolen by thieves or hijacking. (n) Your liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. 13706, if applicable to a particular shipment, except that you need not provide the specified written notice to the delivering carrier if you are a for-hire carrier. (o) UOVO’s liability for any loss or damage to persons or property other than Goods resulting during the course of UOVO’s performance of Services, including but not limited to losses to and damage to persons and or property, other than Goods, caused by UOVO’s negligence, shall be limited to a maximum of \$2,500.00.

**EXCLUSIONS:** (a) UOVO shall not be liable for loss, damage or delay caused by war or the public enemy, criminal acts of third parties, acts of any governmental or public authority, insurrection, terrorism, strikes, Acts of God, riots, the elements, infestation or other causes of active deterioration, act or default caused by you (or owner), break down or mechanical defect of vehicles or equipment, a faulty or impassible highway, lack of capacity of a highway bridge or ferry, defects or inherent vice in Goods, or other causes beyond UOVO’s control. (b) UOVO is not liable for loss or damage to Goods after delivery, or installation, or after departing an installation site. (c) Unless agreed to by UOVO in writing, UOVO shall have no liability for loss or damage to any of the following: items improperly/inadequately packed or mislabeled by you; Goods having internal or concealed damage or breakage; glass and ceramic with existing cracks; Goods damaged as a result of inherent vice or weakness due to poor craftsmanship in fabrication; Goods containing internal mechanics or instrumentation; Goods with waxen, resinous, or viscous surface areas be they in wet, semi-dry, or in a hardened state; Damaged or excessively worn antiques; Goods in disrepair, Goods exhibiting prior repairs or breakage; Uncured and/or not thoroughly dry objects of art, paintings, uncured and/or unset varnish applied to furniture; Goods with directional orientation to which you do not affix descriptive arrows in advance; Goods shipped unwrapped at the stated request of the shipper; Loss or damage to mirrors, glass, marble, or stone; loss of or damage from ordinary wear, tear or deterioration as a result of natural climatic changes which may occur despite UOVO’s efforts to maintain a controlled climate during storage or transit; loss of or damage to any article, pair, or set of articles consisting, when complete, for use of several Goods; UOVO shall be liable only for the separate value of such item without respect to any special value claimed for such item as a part of the article, pair or set of articles; Unexplained or mysterious disappearance; Loss or damage or missing Goods resulting from shipper’s, owner’s, or third-party’s packing or unpacking. (d) UOVO will not knowingly transport/ship the following Goods under any circumstance: contraband or illegal substances; firearms or ammunition; explosives, chemicals, noxious or other dangerous goods; livestock, plants, biological or hazardous Goods. (e) You agree to indemnify, defend and hold UOVO harmless from and against any and all liability and damage including but not limited to costs for fines, penalties, legal fees, damage to UOVO’s equipment and/or personal injury and workers compensation benefits to UOVO’s employees, and or personal injury or death to persons, including, without limitation, UOVO’s employees, arising out of the shipping, handling, transporting, installing or storage of such prohibited Goods. (f) Any costs and expenses incurred by UOVO with regard to UOVO’s removal of Goods identified in paragraph (d) shall be borne by you.

**CLAIMS:** (a) Claims for loss, damage or delay must be filed with UOVO in compliance with 49 C.F.R. §370, if and to the extent applicable to a particular shipment. (b) Claims for loss, damage to Goods or delay for which 49 C.F.R. §370 is not applicable must be filed in writing with UOVO within fourteen (14) days after the delivery of the Goods, except that claims for failure to make delivery must be filed in writing within three (3) months after a reasonable time for delivery has elapsed. (c) Suits for loss, damage, injury or delay must be instituted against UOVO (1) for shipments for which 49 C.F.R. §370 is applicable no later than two (2) years and one day from the day when written notice is given to the claimant that UOVO has disallowed the claim or any part or parts of the claim specified in the notice, and (2) for shipments for which 49 C.F.R. §370 is not applicable, no later than one (1) year from the day when written notice is given to the claimant that UOVO has disallowed the claim or any part or parts of the claim specified in the notice. (d) Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions UOVO shall not be liable for any such claims.

**SUBSTITUTION OF MODE OR EQUIPMENT:** (a) You authorize us to choose a carrier or other company to transport shipment, and UOVO’S obligation is limited to delivery of Goods to any such company. (b) Transportation of the Goods is subject to availability of equipment and the space therein. (c) UOVO shall have the right to (i) substitute alternative carriers or other means of transportation and (ii) select the routing or deviate from the routing shown on the face of the B/L. (d) UOVO is not bound to transport Goods by any particular schedule, train, vehicle or vessel, or in time for any particular market, or in any manner other than with reasonable dispatch. (e) UOVO shall have the right, in case of physical necessity, to forward Goods by any carrier or route between the point of shipment and the point of destination.

**LIEN ON ANY PROPERTY:** UOVO has a lien on any and all Goods in UOVO’S possession, custody or control or en route for all charges, expenses or advances incurred by UOVO in connection with any shipments, storage, installation or transportation of the Goods and if any such claim remains unsatisfied for thirty (30) days after demand for its payment is made, UOVO may sell at public auction or private sale, upon ten (10) days written notice by registered mail, return receipt requested, to you, the Goods, or so much thereof as may be necessary to satisfy such lien and apply the net proceeds of such sale to the payment of the amount due to UOVO. Any surplus from such sale shall be transmitted to you. However, in the event that there is a deficiency and monies are owed to UOVO after the sale or auction, you shall be liable for the deficiency.

**NON-DELIVERY AND STORAGE:** If you refuse any Goods tendered to you for delivery, or if UOVO is unable to deliver the Goods to you or to the destination designated by you for any reason whatsoever, or if the Goods are required to be temporarily placed in storage during transit, or Goods are placed into storage at your direction for any reason whatsoever, UOVO’S liability shall then become that of a warehouseman. Storage charges, based on UOVO’s rates or the rates of the operator of a storage facility where the Goods may be stored shall start on the business day after storage commences. Storage may be, at UOVO’S option, in any location that provides reasonable protection against loss or damage. Such storage shall be at your expense and without liability to UOVO.

**RIGHT OF REJECTION:** UOVO reserves the right to reject Goods (a) when accepting such Goods would likely result in delay or damage to other shipments, equipment or personnel; (b) the Goods are prohibited by law; (c) or the shipment of Goods would violate any terms on this B/L.

**LIABILITY FOR CHARGES, DEMURRAGE AND INTERCHANGE:** You shall be liable, jointly and severally, (i) for all unpaid charges on account of a shipment pursuant to this B/L, including, but not limited to, the cost of collection, court costs and attorney fees; and (ii) to pay or indemnify UOVO for all claims, fines, penalties, damages, costs or other sums which may be incurred by UOVO for any reason, including, but not limited to, any violation of this B/L or any contract between you and UOVO, and for, damage to, theft of, demurrage on and detention charges to equipment procured by UOVO for you.

Artist

Title

**VALID PROVISIONS:** If any provision of this B/L, and any other terms and conditions incorporated by reference, are determined to be invalid or unenforceable, the remainder of this B/L, and any other terms and conditions incorporated by reference, shall not be affected thereby.

**CONSTRUCTION OF TERMS AND VENUE** The B/L and foregoing terms and conditions shall be construed according to the laws of the State of New York without giving effect to any conflict of laws rule or principle that might require the application of the laws of another jurisdiction. Unless otherwise consented to in writing, in the event of any dispute with respect to this B/L or these terms and conditions, the parties hereby consent to the exclusive jurisdiction of the courts of the State of New York and United States District Court located in the Southern District of New York.

**INSURANCE AND WAIVER OF SUBROGATION** You are responsible for arranging and maintaining insurance coverage for your Goods and property at your own expense for all risk of physical loss or damage. UOVO is not an insurer of Goods and you hereby waive any and all right of recovery against UOVO for loss and or damage to Goods, persons and or property resulting during the course of UOVO's performance of Services to the extent such loss and or damage is covered by insurance. This waiver shall be in addition to, and not in limitation or derogation of, any other waiver, release, or limitation of liability contained in this B/L or any other contract between you and UOVO with respect to any loss of, or damage to Goods, persons and or property. Inasmuch as the above waiver will preclude the assignment of any aforesaid claim for loss of, or damage to Goods, persons and property by way of subrogation to an insurance company, you agree to immediately furnish your insurers with written notice of the terms of said waiver, and to have all applicable insurance policies properly endorsed, if necessary, to the effect that such waiver shall not adversely affect or impair said policies or invalidate said insurance coverage by reason of said waiver. You shall furnish UOVO with all applicable insurance policies on request.